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Court of Common Pleas

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By: CHRISTOPHER M. CORRIGAN 0070694

Confirmation Nbr. 965105

RADHAKRISHNAN RAMAMURTHY, ET AL

CV 17 874726

vs.

STILLWATER INSURANCE COMPANY, ET AL

Judge: CAROLYN B. FRIEDLAND

Pages Filed: 5

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

RADHAKRISHNAN RAMAMURTHY)	CASE NO.:
7589 Maplewood Drive)	
Solon, Ohio 44139)	JUDGE:
)	
and)	
)	
SUVARNA PAPPU)	<u>COMPLAINT</u>
7589 Maplewood Drive)	
Solon, Ohio 44139)	
)	
Plaintiffs,)	
)	(JURY DEMAND ENDORSED HEREON)
v.)	
)	
STILLWATER INSURANCE COMPANY)	
c/o CT Corporation System)	
818 West 7 th Street, Suite 930)	
Los Angeles, California 90017)	
)	
and)	
)	
STILLWATER PROPERTY AND)	
CASUALTY INSURANCE COMPANY)	
4905 Belfort Road, Suite 110)	
Jacksonville, Florida 32256)	
)	
Defendants.)	
)	

Now comes the Plaintiffs, Radhakrishnan Ramamurthy and Suvarna Pappu by and through counsel pursuant to Rules 3 and 57 of the Ohio Rules of Civil Procedure as well as O.R.C. § 2721.03 and state for their Complaint:

1. Plaintiffs Radhakrishnan Ramamurthy and Suvarna Pappu are residents of Solon, Ohio and owners of the real property and the structures attached thereto at 7589 Maplewood Drive, Solon, Ohio.

2. Defendant Stillwater Insurance Company is a California Corporation with its principal place of business located in Jacksonville, Florida.
3. Defendant Stillwater Property and Casualty Insurance Company is a New York Corporation with its principal place of business located in Jacksonville, Florida.
4. Plaintiffs purchased a policy of insurance numbered NP4078096 covering the property located at 7589 Maplewood Drive and the structures attached thereto and timely paid the premiums.
5. On or about January 21, 2015 a pipe burst in the residence located at 7589 Maplewood Drive, Solon, Ohio causing damage to the real and personal property and causing the Plaintiffs to incur costs.
6. Plaintiffs have performed all conditions precedent for coverage.
7. Defendants have refused to pay for damages and costs and incurred by Plaintiffs due to the occurrence described herein.
8. Plaintiffs have incurred damages due to the occurrence described herein.

COUNT I – BREACH OF CONTRACT

9. Plaintiffs restate and reaver each and every averment set forth in paragraphs 1 through 8 of this Complaint as if fully rewritten herein.
10. Plaintiffs paid the Defendants for insurance coverage at their residence for occurrences such as incidents described above.
11. The Parties entered into a contractual agreement to insure the premises located at 7589 Maplewood Drive, Solon, Ohio.
12. Policy numbered NP4078096 provided coverage for the incident and the damages incurred by the Plaintiffs.

13. Defendants have failed to fully pay for the damages incurred by the Plaintiffs due to incident described herein.

14. Due to the Defendants refusal to abide by the terms of the insurance policy, Plaintiffs have incurred costs that were covered by the policy.

15. A copy of the policy of insurance is not attached hereto due to its bulk but copies should be in the possession of the Defendants.

COUNT II - PETITION FOR DECLARATORY JUDGMENT

16. Plaintiffs restate and reaver each and every averment set forth in paragraphs 1 through 15 of this Complaint as if fully rewritten herein.

17. Pursuant to the terms of the policy of insurance the Defendants were required to pay for damages, costs and expenses incurred from the occurrence.

18. Plaintiffs have had to bear the costs that were covered under the policy due to Defendants refusal to fulfill their policy obligations.

19. Pursuant to O.R.C. § 27271.03, Helfrich is entitled to a declaration by this Honorable Court that Defendants are obligated to pay for the damages, costs and expenses incurred by the Plaintiff from the events described above.

COUNT III – BAD FAITH

20. Plaintiffs restate and reaver each and every averment set forth in paragraphs 1 through 19 of this Complaint as if fully rewritten herein.

21. Defendants had a duty to review the claims of the Plaintiffs and resolve them in an expeditious matter and reasonable manner.

22. The damages, costs and expenses fall within the terms of the policy purchased and maintained by the Plaintiffs.

23. Defendants have delayed determination of parts of the claim and refused to pay portions of the claim that are within the terms of the policy.
24. Defendants actions and omissions have been unreasonable and constitute bad faith in the handling of the Plaintiffs' claim.
25. Plaintiffs are entitled to damage for failure of the Defendants to fully cover the loss of the Plaintiffs in a timely manner.
26. As Defendants have violated their fiduciary obligations toward the Plaintiffs, Plaintiffs are entitled to punitive damages.

WHEREFORE, Plaintiffs Radhakrishnan Ramamurthy and Suvarna Pappu demand a declaration pursuant to O.R.C. § 2721.02 that the incidents described herein and the damages, costs and expenses stemming therefrom are covered by the insurance policy and that Defendants Stillwater Insurance Company and Stillwater Property and Casualty Insurance Company are required to provide coverage and reimburse the Plaintiffs for their damages, costs and expenses. Further, Plaintiffs pray that this Honorable Court determine that Stillwater Insurance Company and Stillwater Property and Casualty Insurance Company have breached their contractual obligations and acted in bad faith and award Radhakrishnan Ramamurthy and Suvarna Pappu actual and punitive damages as well as attorneys' fees, court costs and other relief as this Court deems proper and just in amount exceeding Twenty-Five Thousand Dollars (\$25,000.00).

Respectfully submitted,

/s/ Christopher M. Corrigan

Christopher M. Corrigan (0070694)

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JURY DEMAND

Plaintiffs request a jury on all issues as permitted by Civil Rule 38.

/s/ Christopher M. Corrigan

Christopher M. Corrigan (0070694)

Attorney for the Plaintiffs